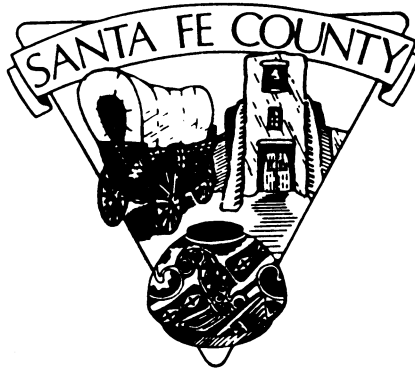


**SANTA FE COUNTY
FIRE DEPARTMENT**



SELF CONTAINED BREATHING APPARATUS

**INVITATION FOR BIDS
2017-0023-FD/IC**

JULY 2016

SELF CONTAINED BREATHING APPARATUS FLOW TESTING AND BOTTLE HYDROSTATIC TESTING

IFB 2017-0023-FD/IC

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ADVERTISEMENT

MSA SELF CONTAINED BREATHING APPARATUS DISTRIBUTOR IFB 2017-0023-FD/IC

Santa Fe County is requesting bids for the purpose of procuring Self Contained Breathing Apparatus (SCBA) from an AUTHORIZED Mine Safety Appliances (MSA) Distributor. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids shall be received by the deadline of 2:00 P.M., Wednesday August 3, 2016, at the Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, NM, 87501.** By submitting a bid for the requested materials and/or services each firm is certifying that their bid is in compliance with regulations and requirements stated within the Invitation For Bid package.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Proponents of this work shall be required to comply with the President's Executive Order No. 11246 as amended.

Invitation For Bid packages will be available by contacting Iris Cordova, Procurement Specialist Senior, icordova@santafecountynm.gov or Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, New Mexico 87501, or (505) 986-6337 or on our website at: www.santafecounty.org/about_us/current_bid_solicitations.php

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Purchasing Division
Publish: July 17, 2016

Santa Fe County Bid Instructions

1. All bids shall be submitted on the Santa Fe County "Invitation for Bids" forms provided herein.
2. All bids must be received by the Santa Fe County Purchasing Division, 142 West Palace Avenue, second floor, **no later than 2:00 PM (MST) on Wednesday, August 3, 2016.**

Mailing Address :

Santa Fe County Purchasing Division
Attn: Iris Cordova
P.O Box 276
Santa Fe, NM 87504-0276

Hand Delivery and Courier :

Santa Fe County Purchasing Division
Attn: Iris Cordova
142 West Palace Avenue, Second Floor
Santa Fe, NM 87501

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB No. 2017-0023-FD/IC, MSA SCBA & Equipment Distributor.** Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified in the "Advertisement" on page two (2) of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.
7. Acknowledgement of Receipt Form

A potential Bidder should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as "Appendix A" to have its name and firm placed on the procurement distribution list. The form should be legibly completed and signed by an authorized representative of the organization, dated and returned by close of business on **July 27, 2016.**

The procurement distribution list will be used for the distribution of written responses to questions and any IFB amendments.

8. Campaign Contribution Disclosure Form

Bidders must complete and submit with their bid the Campaign Contribution Disclosure Form, "Appendix B".

General Terms & Conditions

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the firm's authorized representative or agent. Resubmission of the modified bid shall be received within the specified time of bid opening to be considered.
2. **Method of Award, if applicable:** Santa Fe County reserves the right to award a "Multiple Source Award" pursuant to Section 13-1-153 NMSA 1978, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items.
3. **Notification of Award:** The successful Bidder(s) shall be notified in writing within five (5) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Statement of Work, Specifications or supplemental agreement, if applicable, prepared by Santa Fe County.
4. **Delivery:** Unless otherwise specified, all items bid are to be delivered to Santa Fe, NM at a site to be determined by the County, at the time the purchase order is released. (See Supplemental Terms and Conditions for Late Delivery Penalties).
5. **Payment Terms:** All successful Bidders for items bid shall be subject to terms of net thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Santa Fe County.
6. **Applicable Taxes:** Prices offered are shall not include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and/or goods. The awarded Bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
7. **Estimated Quantities:** All Bidders understand that any quantities stated in this IFB are estimated quantities and that the actual quantities for the term of the contract may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this invitation are contingent upon available appropriated funding.

8. **Inspection and Acceptance:** Final inspection and acceptance of items will be made at the destination. Non-conforming units shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
9. **Warranties:** The Bidder agrees that the goods and/or services furnished under this invitation shall be covered by most favored commercial warranties the Bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The Bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.
10. **Invoice Requirements:** The awarded Contractor(s) invoice shall be submitted in triplicate duly certified and contain at a minimum the following information to be acceptable to the County:
 - Purchase order number
 - Invoice number
 - Unit/Hourly/Discount prices with extended totals
 - Complete descriptions of goods and/or services rendered
 - Separate invoices shall be issued for each completed shipment, project or phase of services.
11. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the awarded Contractor fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded Contractor liable for any excess costs associated with the contractor's default. The awarded Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
12. **Contractors Certification:** In submitting a bid, the Bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this IFB for by the County.
13. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).
14. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.

15. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with Bidders and to accept the offer it deems to be in the best interest of the Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.
16. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and/or to function as indicated in these specifications. The contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED.

17. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Iris Cordova, Procurement Specialist, Senior, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM, 87501 or via fax at (505) 989-3243, and to be given consideration must be received at least ten (10) working days prior to the date fixed for the receipt of bids.
18. **Communication:** Direct communication with the County technical representative or government sponsor of the requirement, other than through the aforementioned individual, may result in the elimination of the bidder's offer from consideration.
19. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of written addenda to the IFB which, if issued, will be e-mailed, faxed or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidding firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their bid as submitted. **All addenda so issued shall become part of the contract documents and shall be acknowledged by the Bidder on the bid sheet hereto attached.**
20. **Brand Names and Model Numbers:** Specifications in this invitation are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.
21. **Item Description(s), if applicable:** All items on all pages of the specification are representative of the desired sizes and dimensions and as such are intended as guides to potential Bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name;

and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.

22. **Compatibility or Brand Name(s) if applicable:** Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
23. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to equality of the product or service proposed shall be the responsibility of the County and will be based on information provided in the Bid and/or information reasonably available to the County.
24. **Two or more identical bids:** If two or more identical low bids are received, the County will apply the process described at Paragraph 17 of the Santa Fe County Purchasing Regulations and Section 13-1-110 NMSA 1978, of the State Procurement Code.
25. **Collusion:** No Bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
26. **Protest Procedure:** Any Bidder or Offeror who is aggrieved in connection with a procurement may protest to the County Procurement Manager as set forth in Board of County Commissioners Resolution No. 2006-60. A copy of Resolution No. 2006-60 is available upon request.
27. **Consideration of Bids:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection.
28. **Bid Security:** Bid Security in the amount of **\$500** shall accompany the bid. Security may be in the form of a certified check or bank cashier's check made payable to Santa Fe County or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other surety in form satisfactory to the County. The Bid Security of the successful bidder will be retained until the bidder has executed the Agreement, whereupon the bid security will be returned. If the bidder fails to execute and deliver the Agreement within ten (10) days of Notice of Award, the County may cancel the Notice of Award and the Bid Security of that bidder will be forfeited. **The Bid Security of any bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until either the seventh day after the executed Agreement is delivered by the County to the Contractor and the required Contract Security is furnished, or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty (30) days of the bid opening.**

Bid Security in the form of checks, except the Bid Security of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the

unsuccessful of the two lowest Bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid Security of the Successful Bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful Bidder, but will be released by the County Purchasing Agent after the Notice to Award is sent by the County.

29. **Insurance Requirements:** At a minimum upon execution of the Agreement between the County and the Contractor, the Contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County for the insurance coverage set forth in the sample price agreement attached herein, if applicable.
30. **Notice:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs.
31. **Sustainable Resource Management Principles:** All submitted bid documents must be double-sided pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2.a Waste Reduction and Reuse: **All documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County.”**

Any bid that does not adhere to these requirements may be deemed non responsive and rejected on that basis.

32. **Preferences in Procurement:**

A. New Mexico In-state Preference.

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “in-state resident business”. Application of a resident business preference requires the Bidder to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

If a Bidder submits with its proposal a copy of a valid and current in-state resident business certificate, the bidder’s bid will be deemed to be 5% of the bid actually submitted.

Certification by the department of taxation and revenue for the resident business takes into consideration such activities as the business or contractor’s payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

B. New Mexico Resident Veteran Preference.

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the department of taxation and revenue for the resident veteran contractor requires the bidder to provide evidence of annual revenue and other evidence of veteran status.

A Bidder who wants the veteran business preference to be applied to its bid is required to submit with its bid the certification from the Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix D.

If a Bidder submits with its proposal a copy of a valid and current veteran resident business certificate, the bidder’s bid will be deemed to be 10%, 8% or 7% lower than the bid actually received, depending on the business’ annual revenue.

The resident contractor preference is not cumulative with the resident veteran business preference.

Additional information about obtaining the certificate as a resident business and resident veteran business may be found at:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

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SUPPLEMENTAL TERMS & CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Santa Fe County. The County reserves the right to accept some minor variances in the approved goods and/or services offered by the bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the County. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All Bidders may be required to include references from three (3) or more places of business that these items were sold to.
3. **Inspection of Work (If Applicable):** Representatives of the Santa Fe County Purchasing Division shall have access, at any reasonable time, to the Bidder's and Manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the recording facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
4. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either in whole or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop the Bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.
5. **Order of Preference:** In the event of conflict between the Bid Instructions, General Terms and Conditions, Supplemental Terms and Conditions, and sample price agreement, these Supplemental Terms and Conditions shall prevail.
6. **Contract Terms and Conditions:** The contract between the County and the Contractor shall follow the Terms and Conditions as stipulated throughout this Invitation for Bid. The County reserves the right to negotiate with a successful Bidder Terms and Conditions in addition to those contained in this IFB. The contents of this IFB, as revised and /or supplemented, the successful contractor's bid, and any additional Terms and Conditions (if applicable) as negotiated shall be accepted by the County and the Contractor as the contract documents.

Should the bidder object to any of the County's Terms and Conditions, as stipulated throughout this Invitation, that Bidder must propose specific alternative language. The County may or may not accept the alternative language. General references to the Bidder's terms and conditions or attempts at

complete substitutions are not acceptable to the County and will result in disqualification of the Bidder's bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

7. **Sufficient Appropriation**: Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

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GENERAL SPECIFICATIONS

Objective Description

Santa Fe County is issuing an Invitation For Bids to procure services for MSA SCBA equipment Authorized Distributor with the intent to award a firm, fixed, indefinite quantity, price agreement. The successful Bidder will be awarded a one (1) year contract with the County. After the initial award the contract may be renewed annually for up to four (4) years total.

The County intends to purchase the specified Mine Safety Appliances (MSA) equipment from the bidder submitting the lowest, responsive bid that meets or exceeds specifications.

Scope of Work

The Santa Fe County Fire Department (SFCFD) is requesting bids for MSA equipment from Authorized Distributors. Currently SFCFD is utilizing MSA brand SCBA's, therefore the vendor must be an authorized distributor for MSA brand equipment.

SPECIFICATIONS

- Bidder must be an authorized MSA brand distributor.
- MSA SCBA, complete units.
- Thermal imaging cameras.
- Other MSA safety products as needed.

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Santa Fe County Invitation for Bids

Date: _____

To: Iris Cordova
Santa Fe County Purchasing Division
142 West Palace Avenue, Second Floor
Santa Fe, NM 87501

From: _____

Address: _____

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specification sheet(s) for the Invitation for Bids reference #**2017-0023-FD/IC** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

MSA SCBA & Equipment

Signature _____

F.O.B. Point: Destination

Name Typed or Printed

Delivery Date: _____

Title

Received addenda numbers_____,_____,when issued.

Firm Name

New Mexico Business Preference No. _____
(Attach a copy of Business License to Bid)

Telephone and Fax Number

(____) Bid Security (Included in Bid)

Email Address

(____) Received Addenda(s) #(s)_____ & _____ & _____
when issued.

IFB# 2017-0023-FD/IC- EXHIBIT A

Please offer your best price, firm fixed price for the required services below. **The Bidders shall complete the following bid sheet in full, for Bid No. 2017-0023-FD/IC, including signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until **2:00 P.M. on Wednesday, August 3, 2016.**

Item	% OFF List Price of Master Price List
SCBA, Complete Units	
Thermal Imaging Cameras	
All Other MSA Safety Products (not to be included	

Contractor's Name: _____ Phone: _____ Fax: _____.

Signature of Authorized Contractor's Agent: _____

Title: _____ Email: _____

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

SCBA Flow Testing and SCBA Bottle Hydrostatic Testing

2017-0023-FD/IC

In acknowledgement of receipt of this Request for Bid the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix D.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on July 27, 2016. Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the County's written responses to those questions as well as IFB amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Invitation For Bids.

Firm does/does not (**circle one**) intend to respond to this Invitation For Bids.

Iris Cordova
 Santa Fe County Purchasing Division
 142 W. Palace Avenue (Second Floor)
 Santa Fe, New Mexico 87501
 (505) 986-6337
 (505) 989-3243
icordova@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a

corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

APPENDIX C

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made by checking the boxes constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D
SAMPLE CONTRACT
SERVICES AGREEMENT BETWEEN SANTA FE COUNTY
AND XXXXX

TO PROVIDE Self Contained Breathing Apparatus (SCBA) flow testing and SCBA bottle hydrostatic testing

THIS AGREEMENT is made and entered into on this _____ day of _____ 2016, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a political subdivision of the State of New Mexico, and **XXXX** (hereinafter referred to as the "Contractor").

WHEREAS, the Santa Fe County Fire Department is committed to providing quality and professional fire protection to the residents of Santa Fe County by ensuring the safety and reliability of its fire equipment through SCBA flow testing and SCBA bottle hydrostatic testing;

WHEREAS, Santa Fe County is requesting bids for the purpose of SCBA flow testing and SCBA bottle hydrostatic testing for the Santa Fe County Fire Department.

WHEREAS, the Contractor is qualified to perform SCBA flow testing and SCBA bottle hydrostatic testing according to the current National Fire Protection Association (NFPA) standards;

WHEREAS, in accordance with Section 13-1-102 NMSA 1978, the County issued Invitation for Bids (IFB) No. 2015-0163-FD/IC for these services;

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

- A. All SCBA flow testing and SCBA bottle hydrostatic testing will be conducted according to the procedures and requirements listed in the most recent version of the National Fire Protection Association (NFPA) Standards. These specifications establish minimum acceptable SCBA flow testing and SCBA bottle hydrostatic testing requirements.
- B. All SCBA flow testing and SCBA bottle hydrostatic testing must be conducted on site at the various Santa Fe County Fire Districts.
- C. Contractor must be certified to perform SCBA flow testing and SCBA bottle hydrostatic testing on MSA brand SCBA's.

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed in accordance with the costs indicated on Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed _____ (\$_____) per year exclusive of gross receipts tax. Any New Mexico gross receipts tax levied

on the amounts payable under this Agreement shall be paid by the County to the Contractor.

- 3) The County will notify the Contractor if and when the County has paid Contractor the full not-to-exceed amount stated above prior to the expiration of the term of this Agreement. Absent an approved amendment to the contract amount, Contractor will not be compensated in excess of the not-to-exceed amount stated above for deliverables and services performed.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. **Delivery and Liquidated Damages.** Time is of the essence for purposes of this contract. All damages resulting from late delivery for cleaning, repair and inspection services for turnout gear shall be the responsibility of the Contractor. All or services are to be delivered F.O.B. Santa Fe County, at a site to be determined by the County at the time a purchase order is released, except specifically set forth herein. In the event of failure of the Contractor to deliver in accordance with this requirement, the Contractor shall be assessed liquidated damages for late delivery in the amount of \$100.00 each day the materials or services are delivered late. At the option of the County, the County may invoke the default provisions of the contract for late performance in addition to the liquidated damages referred to above.

D. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages, including any liquidated damages of \$100.00 per day as indicated above.

E. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial Agreement.

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, **SCOPE OF WORK** of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, **COMPENSATION, INVOICING, AND SET-OFF**, of this Agreement, and for not other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If,

however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement. No amendment to this Agreement that changes the terms or increases or decreases the not-to-exceed compensation is valid unless approved by the Santa Fe County Manager or the Santa Fe County Board of Commissioners.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or

activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Attn: Legal Department
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: XXXXXX
Attn: XXXXX
XXXXXXXXXX
XXXXXXXXXX

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

D. Contractor warrants that all cleaning, repair and inspection services will be in conformity with the most recent version of the NFPA 1851 Standards.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

29. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

30. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

33. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints _____, located at _____ New Mexico _____, a New Mexico company as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor

acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the State of New Mexico.

34. SANTA FE COUNTY LIVING WAGE REQUIREMENT. Contractor agrees to abide by Santa Fe County Ordinance 2014-1 Establishing a Living Wage within Santa Fe County. Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Katherine Miller Date
Santa Fe County Manager

Approved as to Form

Gregory S. Shaffer Date
Santa Fe County Attorney

FINANCE DEPARTMENT

Carole H. Jaramillo Date
Santa Fe County Finance Director

CONTRACTOR:

(Signature) Date

By: _____
(Print Name)

Its: _____
(Print Title)

EXHIBIT A